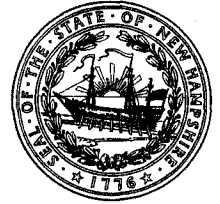




The State of New Hampshire  
*Department of Environmental Services*



Michael P. Nolin  
Commissioner

August 8, 2005

SAU 38  
Attn: John Hartnet  
49 School Street  
Hinsdale, NH 03451

Re: Docket No. AF 05-001 Motion to Accept Settlement Agreement

Dear Mr. Hartnet:

Enclosed for your records is a copy of the fully executed and accepted Motion to Accept Settlement Agreement in the above-captioned matter.

On behalf of the Department of Environmental Services, thank you for your cooperation in resolving this matter.

Sincerely,

**COPY**  
Michael P. Sclarani,  
Legal Assistant

cc: Anthony P. Giunta, P.G., Director, Waste Management Division  
Gretchen R. Hamel, Administrator, DES Legal Unit  
Kerry D. Barnsley, Compliance Attorney, DES Legal Unit  
DES Public Information Officer  
Lynn Woodard, DES WMD  
Tom Beaulieu, DES WMD  
Susan Hanamoto, DES WMD

SAU 38

Attention: John Hartnet  
49 School Street  
Hinsdale, NH 03451

ADMINISTRATIVE FINE  
No. AF 05-001

Re: Hinsdale High School, UST ID#0-113237

**MOTION TO ACCEPT SETTLEMENT AGREEMENT**

NOW COME the Department of Environmental Services, Waste Management Division ("the Division") and SAU 38 parties to the above-captioned matter, and stipulate to the following:

1. The Commissioner of the Department of Environmental Services ("DES"), is authorized under RSA 146-C:10-a to impose administrative fines of up to \$2,000 per offense for violations of RSA 146-C and Env-Wm 1401 relating to installation, maintenance, operation, and closure of underground storage facilities. Pursuant to RSA 146-C:10-a, the Commissioner has adopted Env-C 607 to establish the schedule of fines for such violations.
2. SAU 38 is the registered facility owner of one underground storage tank ("UST") system at the Hinsdale High School facility ("the Facility"), further identified as UST # 0-113237, located on real property at 49 School Street, Hinsdale, NH ("the Property").
3. On January 26, 2005, the Division issued Notice of Proposed Administrative Fine No. AF 05-001 ("the Notice") to SAU 38 seeking fines totaling \$1,000 for violations of New Hampshire Administrative Rule Part Env-Wm 1401.
4. The Notice cited SAU 38 for violating Env-Wm 1401.33 for failing to install corrosion protection for the remote piping system. Pursuant to Env-C 607.03(f) the Division sought a fine of \$1,000.
5. In order to settle this matter, the Division and SAU 38 have agreed to the terms of this Settlement Agreement ("Agreement"), as set forth herein.
6. Of the proposed fine, in the amount of \$1,000, 20% or \$200 shall be suspended due to SAU 38's history of compliance at this facility. An additional 20% or \$200 shall be suspended due to SAU 38's good faith effort to return this facility to compliance. An additional 20% or \$200 shall be suspended due to SAU 38's cooperation in returning the facility into compliance.
7. The suspended portion of the proposed fine, in the amount of \$600 is contingent upon SAU 38 maintaining the subject UST facility in compliance with Env-Wm 1401 for a period of two years from the date of the execution of this Agreement. If SAU 38 fails to maintain compliance during the two-year period, the suspended portion of the fine, in the amount of \$600 shall become due and payable immediately. If SAU 38 maintains compliance for the prescribed two-year period, the suspended portion of the fine shall be waived.
8. SAU 38 agrees to pay the remaining \$400 upon execution of this Agreement by SAU 38.

9. Payment under Paragraph # 8 and any payment that becomes due pursuant to Paragraph #7 shall be paid by certified check made payable to: "Treasurer, State of New Hampshire" and mailed to:

DES Legal Unit  
Attention: Michael Sclafani, Legal Assistant  
P.O. Box 95  
Concord, NH 03302-0095

10. If any payment is made by check or money order that is returned due to insufficient funds, pursuant to NH RSA 6:11-a, DES may charge a fee in the amount of 5% of the face amount of the check or money order or \$25.00, whichever is greater, plus all protest and bank fees, in addition to the amount of the check or money order, to cover the costs of collection.

11. By executing this Agreement, SAU 38 waives its right to a hearing on or any appeal of the administrative fines identified in the Notice, and agrees that this Agreement may be entered into and enforced by a court of competent jurisdiction.

12. The effective date of this Agreement will be the date on which it is signed by an authorized representative of SAU 38, the Director of the Waste Management Division, and the Commissioner of DES. After that date, this Agreement may be amended only by written agreement signed by both parties and the Commissioner. Any such amendment will become effective on the date on which it has been accepted by the Commissioner.

13. No failure by DES to enforce any provision of this Agreement after any breach or default will be deemed as a waiver of its rights with regard to that breach or default, nor will such failures be construed as a waiver of the right to enforce each and all provisions of this Agreement on any further breach or default.

WHEREFORE, the parties respectfully request the Commissioner to accept the terms of this

Agreement by granting this Motion.

Respectfully submitted,

SAU 38

6/14/05  
Date

  
By: John Hartnet

Duly Authorized

~~DES Waste Management Division~~

8/2/05  
Date

  
Anthony G. Ginter, Director

This Motion to Accept Settlement agreement is granted this 5<sup>th</sup> day of August, 2005.

  
Michael P. Nolin, Commissioner  
Department of Environmental Services